

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF ROANOKE

DANIEL GROTH t/a PENN FOREST SERVICES)

)

Plaintiff)

)

COMPLAINT

v.) Case No.:

)

FERRANDINO & SON, INC.)

SERVE: Secretary of the Commonwealth)

P.O. Box 2452)

Richmond, VA 23218)

)

Defendant)

)

COMES NOW your Plaintiff, DANIEL GROTH t/a Penn Forest Services, by counsel, and moves the Court for judgment against the Defendant, FERRANDINO & SON, INC., on the grounds and in the amount stated herein and in support thereof and would show unto the Court as follows:

COUNT 1: BREACH OF CONTRACT

1. The Plaintiff is an individual trading as Penn Forest Services and is engaged in the business of snow removal and maintenance services.
2. The Defendant is a New York corporation and is a national facility maintenance company.
3. That the Defendant trades and does business on a regular basis in Virginia, including but not limited to the various jobs contracted with the Plaintiff, but is not qualified to do business in Virginia, nor registered with the Virginia State Corporation Commission.
4. The Plaintiff contracted with Defendant to provide snow removal services to various sites in Virginia, including but not limited to (Food Lion, Toys R Us, Rite Aid, Walgreens, Starbucks, Public Storage, BB&T, Target, and AMC).
5. Plaintiff performed his service obligations to the Defendant.
6. Defendant failed to pay the Plaintiff in full for the services provided.
7. Plaintiff has made demand on the Defendant for payment but Defendant has failed and/or refused to pay.

An Affidavit in support of the present balance due and owing is attached hereto and labeled as Exhibit "B".

UNJUST ENRICHMENT

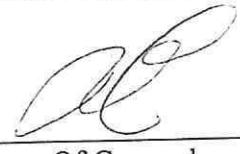
8. That the Defendant has been unjustly enriched by its receipt of and use of Plaintiff's services, in the self-same amount as the bills subject of this cause and owes the Plaintiff the amount sued for also under the theory of unjust enrichment.

9. That the Plaintiff pleads Unjust Enrichment as an alternative theory of recovery pursuant to Rule 1:4 of the Rules of the Supreme Court of Virginia.

WHEREFORE, your Plaintiff, DANIEL GROTH t/a PENN FOREST SERVICES, moves the Court for a Judgment against the Defendant, FERRANDINO & SON, INC., in the sum of Eighty-Nine Thousand, Nine Hundred Fifty-Nine Dollars and 27/100 (\$89,959.27), plus interest at Six Percent (6%) per annum from May 25, 2018, plus its costs in this behalf expended.

Respectfully plead,

DANIEL GROTH t/a Penn Forest Services

By: 
Of Counsel

Richard L. Greenberg, Esq.
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Of Counsel to Plaintiff
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Daniel Groth t/a Penn Forest Services
c/o Greenberg Law Firm
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Roanoke, VA 24002

STATEMENT OF ACCOUNT

Ferrandino & Son, Inc.
1229 Chestnut Street #170
Philadelphia, PA 19107

Total Amount Due: **\$89,959.27**

STATE OF
CITY OF

Daniel Groth t/a Penn Forest Services)

Plaintiff)) AFFIDAVIT

v.)) Pursuant to Va. Code 8.01-28

Ferrandino & Son, Inc.))

Defendant))

BEFORE ME comes me Daniel Groth, and having been duly sworn does depose and state as follows:

(1) He is

- A sole proprietor trading under Plaintiff's name;
- A partner in the Plaintiff partnership;
- An officer of the Plaintiff corporation and is in charge of or familiar with the books and records of the Plaintiff;
- Attorney for Plaintiff;
- Plaintiff

(2) The accompanying statement of account or invoice for:

- Goods sold and delivered
- Loan or deficiency balance
- Services rendered or labor performed
- Auto negligence/damages/subrogation
- Rents due
-

showing a principal balance of \$89,959.27 due and owing by the Defendant is true and correct and to the best of Affiant's belief is the amount of Plaintiff's claim.

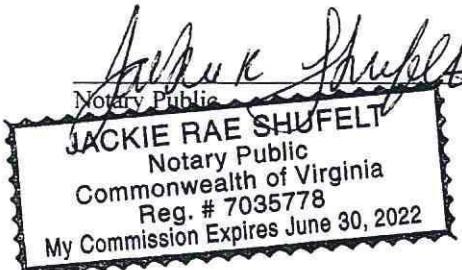
(3) That Plaintiff claims interest at 10 % A.P.R. from 05/25/18

4) That all credits, discounts, returns and/or payments have been accounted for, demand for payment had been made, and the amount claimed is justly due Plaintiff.

By: 

I, Jackie R. Shufelt, a Notary Public in, and for the State of Virginia (City) County of Roanoke aforesaid, do certify that Daniel Groth, whose name is signed to the writing above, bearing date on the 5th day of December, has acknowledged the same before me in my City/County aforesaid. Given under my hand this 5th day of December, 2018.

My Commission Expires: 7035778



Print Notary Stamp Here

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